



Registration of a Charge

Company name: **CLEMSHIP HOLDINGS LIMITED**

Company number: **10078893**



X55X3TTU

Received for Electronic Filing: **29/04/2016**

Details of Charge

Date of creation: **26/04/2016**

Charge code: **1007 8893 0002**

Persons entitled: **DVB BANK SE, LONDON BRANCH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10078893

Charge code: 1007 8893 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2016 and created by CLEMSHIP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2016 .

Given at Companies House, Cardiff on 3rd May 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Private & Confidential

EXECUTION VERSION

Dated 26 April 2016

DVB BANK SE, LONDON BRANCH (1)

and

CLEMSHIP HOLDINGS LIMITED (2)

SECURITY OVER SHARES AGREEMENT
in respect of
ANGLIA MARITIME LIMITED

^
NORTON ROSE FULBRIGHT

BD-#25427603-v4

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a **correct copy**
of the original instrument.

Sign & Dated Norton Rose Fulbright LLP
28/4/16

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THIS AGREEMENT is made on 26 April 2016 BETWEEN:

- (1) DVB BANK SE, LONDON BRANCH, acting through its offices at Park House, 16-18 Finsbury Circus, London EC2M 7EB (the **Secured Party**); and
- (2) CLEMSHIP HOLDINGS LIMITED, whose registered office is at 5th Floor, Millbank Tower, 21-24 Millbank, London SW1P 4QP (the **Chargor**);

IT IS NOW AGREED as follows:

1 Definitions and interpretation

1.1 Defined terms

Save as otherwise expressly provided herein, words and expressions used in this Agreement shall have the meanings attributed to them in the Loan Agreement (whether expressly or by incorporation by reference to another document).

1.2 Definitions

In this Agreement the following words and expressions shall have the meanings respectively attributed to them below:

Collateral Rights means all rights, powers and remedies of the Secured Party provided by this Agreement or by law;

Company means Anglia Maritime Limited (registration number: 05021339) whose registered office is at 5th Floor Millbank Tower, 21-24 Millbank, London SW1P 4QP;

Loan Agreement means the loan agreement dated 10 July 2009 as amended and restated by a first supplemental agreement dated 29 May 2013, as supplemented and amended by a second supplemental agreement dated 12 November 2015, as amended and restated by a third supplemental agreement dated on or about the date hereof and as further supplemented, amended and/or restated from time to time and made between (a) the Company and Clementine Shipping Limited as joint and several borrowers (together the **Borrowers**), (b) the Secured Party as agent and arranger, (c) the banks and financial institutions listed in Schedule 1 thereto (the **Tranche A Lenders**), (d) DVB Transport Finance Limited (formerly known as International Transport Finance Limited) (the **Tranche C Lender**) and (e) DVB Bank SE, London Branch (as the **Tranche D Lender**, together with the Tranche A Lenders and Tranche C Lender, the **Lenders**) pursuant to which the Lenders agreed or shall agree (inter alia) to advance by way of loan to the Borrowers, upon the terms and conditions therein contained, a sum of up to [REDACTED] (the **Loan**);

Obligors means each of the Borrowers and the Shareholder;

Secured Obligations means any and all moneys, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether as principal or surety, whether or not for the payment of money and including any obligation or liability to pay damages) which are now or which may at any time and from time to time hereafter be due, owing, payable or incurred or expressed to be due, owing, payable or incurred from or by any of the Obligors to the Secured Party under or in connection with the Loan Agreement and the other Security Documents whether or not the relevant Obligor referred to above is personally liable for same and whether or not any recourse may be had with respect thereto against the relevant Obligor or any of its assets; and

Shares means one (1) ordinary share in the share capital of the Company issued and held by, to the order or on behalf of the Chargor at any, time and, for the avoidance of doubt, includes the following:

- (a) all allotments, accretions, benefits and advantages whatsoever at any time accruing in respect of the Shares, including without limitation all stocks, shares and securities which may at any time be issued and all moneys, rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, preference, option or otherwise) in respect of any or all of the Shares (the **Additional Shares**);
- (b) all certificates or other evidence of title to the Shares or any of the Additional Shares now and from time to time hereafter deposited with the Secured Party;
- (c) all (i) moneys (including moneys standing to the credit of any bank accounts held with the Secured Party) whether held with the Secured Party or otherwise, and (ii) dividends and interest, both at any time arising in respect of the Shares or any of the Additional Shares; and
- (d) any further shares that may at any time be issued in the Company.

- 1.3 In this Agreement, any reference to (a) a **clause** is, unless otherwise stated, a reference to a clause hereof and (b) **this Agreement** is a reference to this Agreement as amended, varied or supplemented from time to time. Clause headings are for ease of reference only.

2 Covenant and charge

- 2.1 This charge is given for good consideration and the Chargor shall, on demand of the Secured Party, discharge and pay (when due and payable) each of the Secured Obligations.
- 2.2 The Chargor charges its legal and beneficial interest in the Shares, with full title guarantee and by way of first fixed charge, in favour of the Secured Party for the payment and discharge of all of the Secured Obligations.
- 2.3 If all of the Secured Obligations shall have been fully and finally paid, performed and/or discharged, the Secured Party shall release to the Chargor the Shares (and any interest therein) charged by or pursuant to clauses 2.2 and return to the Chargor all documents deposited with it pursuant to clause 3.

3 Deposit of certificates

The Chargor shall deposit (or procure there to be deposited) with the Secured Party all certificates and other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Chargor) in respect of the Shares in the form attached as Schedule 1, a letter of authority in respect of such stock transfer forms in the form attached as Schedule 2, director's letters of resignation in the form attached as Schedule 3, a letter of authority in respect of the director's letters of resignation in the form attached as Schedule 4, an irrevocable proxy in the form attached as Schedule 5 and a dividend mandate in the form attached as Schedule 6.

4 Voting rights and dividends

- 4.1 Prior to the occurrence of an Event of Default and prior to the Secured Party not having been paid on demand, the Chargor shall be entitled to:
- 4.1.1 with the prior written consent of the Secured Party, receive all dividends, interest and other monies arising from the Shares; and

- 4.1.2 exercise all voting rights in relation to the Shares provided that the Chargor shall not exercise such voting rights in any manner which would prejudice the value of, or the ability of the Secured Party to realize, the security created by this Agreement.
- 4.2 The Chargor shall not, without the prior written consent of the Secured Party, by the exercise of any voting rights or otherwise, permit or agree to any variation of the rights attaching to or conferred by all or any of the Shares or any increase in the issued share capital of the Company.
- 4.3 The Secured Party may after the occurrence of an Event of Default at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):
- 4.3.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 4.3.2 receive, retain and apply all dividends, interest and other monies arising from the Shares;
- 4.3.3 remove the then existing directors by dating and presenting the undated, signed letters of resignation and release and deliver pursuant to this Agreement and appoint replacements;
- 4.3.4 transfer the Shares into the name of such nominee(s) of the Secured Party as it shall require; and
- 4.3.5 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares to concur or participate in:
- (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof),
- (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
- (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

In each case in such manner and on such terms as the Secured Party may think fit, and the proceeds of any such action shall form part of the Shares.

5 Representations and undertakings

- 5.1 Except with the Secured Party's prior written consent, the Chargor shall not:
- 5.1.1 assign or dispose of all or any of the Shares (or its interest therein); or
- 5.1.2 create, grant or permit to exist (a) any Encumbrance over or (b) any restriction on the ability to transfer or realize, all or any of the Shares (or its interest therein) other than any Permitted Encumbrance.
- 5.2 The Chargor hereby represents and warrants to the Secured Party and undertakes during the subsistence of this Agreement that:
- 5.2.1 it is, and will be, the sole legal and beneficial owner of the Shares free from any security interest except as created by this Agreement;
- 5.2.2 it has not sold or disposed of, and will not sell or dispose of, the benefit of all or any of its rights, title and interest in the Shares;
- 5.2.3 it has and will have the necessary power to enable it to enter into and perform its obligations under this Agreement;

- 5.2.4 this Agreement constitutes its legal, valid and binding obligation and is an effective security over the Shares; and
- 5.2.5 all necessary authorisations to enable it to enter into this Agreement have been obtained and are, and will remain, in full force and effect.
- 5.3 The Chargor represents to the Secured Party that the Shares are fully paid and that the Shares represent all of the outstanding issued shares in the Company.

6 Further assurance

- 6.1 The Chargor shall promptly execute all documents (including transfers) and do all things (including the delivery, transfer, assignment or payment of all or any of the Shares to the Secured Party or its nominee(s)) that the Secured Party may reasonably specify for the purpose of (a) exercising the Collateral Rights or (b) securing and perfecting its security over or title to all or any of the Shares.
- 6.2 The Chargor shall upon demand from the Secured Party, after the occurrence of an Event of Default, (a) procure the transfer of the Shares into the name of the Secured Party or its nominee(s), agents or such purchasers as it shall direct and (b) execute all documents and do all other things that the Secured Party may require to facilitate the realization of the Shares.

7 Power of attorney

The Chargor by way of security and to secure proprietary interests in and the performance of obligations owed to respective donees within the meaning of the Power of Attorney Act 1971, irrevocably appoints the Secured Party to be its attorney (with full power to appoint substitute attorneys and to revoke the appointment thereof at any time) and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents (including any stock transfer forms and other instruments of transfer) and do all things that the Secured Party may consider to be requisite for (a) carrying out any obligation imposed on the Chargor under this Agreement or (b) exercising any of the rights conferred on the Secured Party by this Agreement or by law, (including, after the security constituted hereby has become enforceable, the exercise of any right of a legal or a beneficial owner of the Shares) after the occurrence of an Event of Default. The Chargor hereby ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by the Secured Party in the exercise of this power of attorney.

8 Power of sale

- 8.1 After the occurrence of an Event of Default, the Secured Party shall be entitled, without prior notice to the Chargor or prior authorisation from any court, to sell or otherwise dispose of all or any of the Shares (at the times, in the manner and on the terms it thinks fit). The Secured Party shall be entitled to apply the proceeds of that sale or other disposal in accordance with the terms of clause 13 of the Loan Agreement.
- 8.2 The power of sale or other disposal in clause 8.1 shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925. The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to any exercise by the Secured Party of its right to consolidate mortgages or its power of sale.
- 8.3 A certificate in writing by an officer or agent of the Secured Party that any power of sale or other disposal has arisen and is exercisable shall be conclusive evidence of that fact, in favour of a purchaser of all or any of the Shares.

9 Receiver

- 9.1 After the occurrence of an Event of Default or if an application is presented for the making of an administration order in relation to the Chargor, the Secured Party may by writing (acting through an authorised officer of the Secured Party) without notice to the Chargor appoint one or more persons to be receiver of all or any of the Shares (each such person being (a) entitled to act individually as well as jointly and (b) for all purposes deemed to be the agent of the Chargor).
- 9.2 In addition to the powers of the Secured Party conferred by clause 8 (*Power of Sale*), each person appointed pursuant to clause 9.1 shall have, in relation to any of the Shares in respect of which he was appointed, all the powers (a) conferred by the Law of Property Act 1925 on a receiver appointed under that Act, (b) of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not such person is an administrative receiver) and (c) (if such person is an administrative receiver) all the other powers exercisable by an administrative receiver in relation to the Chargor by virtue of the Insolvency Act 1986.

10 Chargors' obligations

The obligations of the Chargor and the Collateral Rights shall not be discharged, impaired or otherwise affected by:

- 10.1 any winding-up, dissolution, administration or re-organisation of or other change in the Obligors;
- 10.2 any of the Secured Obligations being at any time illegal, invalid, unenforceable or ineffective;
- 10.3 any time or other indulgence being granted to the Obligors;
- 10.4 any amendment, variation, waiver or release of any of the Secured Obligations;
- 10.5 any failure to take or failure to realize the value of any other collateral in respect of the Secured Obligations or any release, discharge, exchange or substitution of any such collateral; or
- 10.6 any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of the Chargor hereunder.

11 Effectiveness of collateral

- 11.1 The collateral constituted by this Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Secured Party may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Secured Party over all or any of the Shares shall merge into the collateral hereby constituted.
- 11.2 This Agreement shall remain in full force and effect as a continuing arrangement unless and until the Secured Party discharges it and shall not cease by reason of any intermediate payment or satisfaction of all or any of the Secured Obligations or for any other reason; however, if the obligations of the Chargor under this Agreement cease to be continuing prior to discharge by the Secured Party, the liability of the Chargor at the date of such cessation shall remain, regardless of any subsequent increase or reduction in the Secured Obligations.
- 11.3 No failure on the part of the Secured Party to exercise, or delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of a Collateral Right preclude any further or other exercise of that or any other Collateral Right.
- 11.4 The Secured Party shall not be obliged to make any demand of the Obligors, to take any action or obtain judgment in any court against the Obligors or to make or file any proof or claim in a liquidation or insolvency of the Obligors or to enforce or seek to enforce any other security in respect of the Secured Obligations before exercising any Collateral Right.

- 11.5 So long as the Chargor is under any actual or contingent obligation in respect of the Secured Obligations, the Chargor shall not exercise any right which it may at any time have, by reason of the performance of its obligations under this Agreement, to be indemnified by the Obligors or to claim any contribution from any other person or to take the benefit (whether by subrogation or otherwise) of any right, entitlement, interest or remedy which the Secured Party may hold in relation to the Secured Obligations.
- 11.6 The Chargor will not accept or permit to subsist any collateral from the Obligors or any other person in respect of any rights the Chargor may have arising out of this Agreement; if, despite the foregoing, any such collateral shall be accepted or subsisting, the Chargor acknowledges that the Chargor's rights under such collateral shall be held on trust for the Secured Party.
- 11.7 Any settlement or discharge hereunder shall be conditional upon no security or payment to the Secured Party by or on behalf of the Obligors or the Chargor being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws of general application and shall in those circumstances be void.

12 Subsequent interests and accounts

- 12.1 If the Secured Party at any time receives notice of any subsequent mortgage, assignment, charge or other interest affecting all or any of the Shares, all payments thereafter made by the Chargor to the Secured Party shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Secured Party received notice.
- 12.2 All monies received, recovered or realized by the Secured Party under this Agreement (including the proceeds of any conversion of currency) may in its discretion be credited to and held in any suspense or impersonal account pending their application from time to time pursuant to the terms of the Loan Agreement.

13 Liability

None of the Secured Party, its nominee(s) or any receiver appointed pursuant to this Agreement shall be liable by reason of (a) taking any action permitted by this Agreement or (b) any neglect or default in connection with the Shares or (c) the taking possession or realization of all or any of the Shares, except in the case of gross negligence or wilful default upon its part.

14 Limitation on recourse

The Secured Party acknowledges and agrees with the Chargor that all monies, obligations and liabilities which are to be paid, performed, satisfied or discharged by the Chargor under this Agreement shall be recoverable by the Secured Party only from and to the extent of the security created by this Agreement.

15 Currency conversion

For the purpose of, or pending the discharge of any of the Secured Obligations, the Secured Party may convert any money received, recovered or realized or subject to application by it under this Agreement from one currency to another, as the Secured Party may think fit; and any such conversion shall be effected at the Secured Party's spot rate of exchange for the time being for obtaining such other currency with the first currency.

16 Notices

- 16.1 Every notice, request, demand or other communication under this Agreement shall:

16.1.1 be in writing delivered personally or by first-class prepaid letter (airmail if available) or facsimile transmission or other means of telecommunication (other than telex) in permanent written form;

16.1.2 be deemed to have been received, in the case of a letter, when delivered personally or three (3) days after it has been put into the post and, in the case of a facsimile transmission or other means of telecommunication (other than telex) in permanent written form, at the time of despatch (provided that if the date of despatch is not a Banking Day in the country of the addressee or if the time of despatch is after the close of business in the country of the addressee it shall be deemed to have been received at the opening of business on the next such Banking Day); and

16.1.3 be sent:

(a) to the Secured Party:

DVB Bank SE, London Branch
Park House, 16-18 Finsbury Circus
London
EC2M 7EB

Fax No: +44 207 2564 352
Attention: Loan Administration, SMRT

with a copy to: Kaspar Meibom
(Email: Kaspar.Meibom@dvbbank.com, Fax No: +47 55 30 9450); and

(b) to the Chargor:

5th Floor Millbank Tower
21-24 Millbank
London SW1P 4QP
Fax no: +44 207 487 9711
Attention: Mr Alan Bekhor,

or to such other address and/or numbers as is notified by one party to the other parties under this Agreement.

16.2 Each communication and document made or delivered by one party to another pursuant to this Agreement shall be in the English language.

17 Successors

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Secured Party; and references to the Secured Party shall be deemed to include any assignee or successor in title of the Secured Party and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Secured Party hereunder or to which under such laws the same have been transferred.

18 Partial invalidity

If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.

19 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

20 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21 Law and jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law and, for the Secured Party's benefit, the English courts shall have exclusive jurisdiction to settle any dispute which may arise from or in connection with it.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Secured Party and executed as a deed by the Chargor and is intended to be and is hereby delivered by it as a deed on the date specified above.

Schedule 1
Form of Stock Transfer Form

STOCK TRANSFER FORM

(Above this line for Registrars only)

		Certificate lodged with the Registrar
Consideration Money £		(For completion by the Registrar/Stock Exchange)
Name of Undertaking	Anglia Maritime Limited	
Description of Security	Ordinary Shares	
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words One	Figures (1 units of £1.00)
Name(s) of registered holder(s) should be given in full: the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.	In the name(s) of Clemship Holdings Limited 5th Floor, Millbank Tower 21-24 Millbank London SW1P 4QP	

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below.	Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)
Signature(s) of transferor(s)	
1. _____	
2. _____	
3. _____	
4. _____	
A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements	Date _____

Full name(s) full postal address(es) (including County or, if applicable Postal District number) of the person(s) to whom the security is transferred.	DVB Bank SE Park House 16-18 Finsbury Circus London EC2M 7EB
Please state title, if any, or whether Mr., Mrs., or Miss.	
Please complete in typewriting or in BLOCK CAPITALS	

I/We request that such entries be made in the register as are necessary to give effect to this transfer.	
Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))
	Norton Rose Fulbright LLP 3 More London Riverside London SE1 2AQ DX 85 London

Reference to the Registrar in this Form means the registrar or registration agent of the undertaking NOT the Registrar of Companies at Companies House

**FORM OF CERTIFICATE REQUIRED - TRANSFERS NOT CHARGEABLE WITH
AD VALOREM STAMP DUTY**

Complete Certificate 1 if:

- the consideration you give for the shares is £1,000 or less and the transfer is not part of a larger transaction or series of transactions (as referred to in Certificate 1).

Complete Certificate 2 if:

- the transfer is otherwise exempt from Stamp Duty and you are not claiming a relief, or
- the consideration given is not chargeable consideration.

Certificate 1

* Please delete as appropriate I/We* certify that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value, or aggregate amount or value, of the consideration exceeds £1,000.

** Delete second sentence if certificate is given by transferor I/We* confirm that I/we* have been authorised by the transferor to sign this certificate and that I/we* am/are* aware of all the facts of the transaction.**

<i>Signature(s)</i>	<i>Description ("Transferor", "Solicitor", etc)</i>
-----	-----
-----	-----
-----	-----

Date -----

Certificate 2

* Please delete as appropriate I/We* certify that this instrument is otherwise exempt from *ad valorem* Stamp Duty without a claim for relief being made or that no chargeable consideration is given for the transfer for the purposes of Stamp Duty.

** Delete second sentence if certificate is given by transferor I/We* confirm that I/we* have been authorised by the transferor to sign this certificate and that I/we* am/are* aware of all the facts of the transaction.**

<i>Signature(s)</i>	<i>Description ("Transferor", "Solicitor", etc)</i>
-----	-----
-----	-----
-----	-----

Date -----

NOTES

- (1) You don't need to send this form to HM Revenue & Customs (HMRC) if you have completed either Certificate 1 or 2, or the consideration for the transfer is nil (in which case you must write 'nil' in the consideration box on the front of the form). In these situations send the form to the company or its registrar.
- (2) In all other cases - including where relief from Stamp Duty is claimed - send the transfer form to HMRC to be stamped.
- (3) Information on Stamp Duty reliefs and exemptions and how to claim them can be found on the HMRC website at hmrc.gov.uk/sd.

Schedule 2
Form of Letter of Authority in respect of Stock Transfer Form

To: DVB Bank SE, London Branch
Park House, 18-18 Finsbury Circus
London
EC2M 7EB

[Date]

Anglia Maritime Limited (the Company)

We hereby unconditionally and irrevocably authorise you to date and otherwise complete the share transfer form in respect of our shares in the Company deposited by ourselves with yourselves pursuant to the security over shares agreement dated [●] 2016 (the Charge) between ourselves and yourselves, as and when you become entitled to date and complete the same pursuant to the terms of the Charge.

Yours faithfully

.....
CLEMSHIP HOLDINGS LIMITED

Schedule 3
Form of Director's Resignation Letter

To: The Secretary of Directors,
Anglia Maritime Limited
(the Company)

[Date]

Dear Sirs

I hereby resign as a director/officer of the Company and confirm that I have no right to compensation or claims against the Company for loss of office, arrears of pay or otherwise howsoever.

Yours faithfully

.....

[Director/Officer]

Schedule 4
Form of Letter of Authority in respect
Director's Resignation Letter

To: DVB Bank SE, London Branch
Park House, 16-18 Finsbury Circus
London
EC2M 7EB

[Date]

Dear Sirs

Anglia Maritime Limited (the Company)

I hereby unconditionally and irrevocably authorise you to date the resignation letter in respect of the Company deposited by me with you pursuant to the security over shares agreement dated [●] 2016 (the **Charge**) between Clemship Holdings Limited and yourselves, as and when you wish to do so following the occurrence of an Event of Default (as defined in the Loan Agreement).

Yours faithfully

.....
[Director/Officer]

Schedule 5
Form of Irrevocable Proxy

We, Clemship Holdings Limited hereby irrevocably appoint DVB Bank SE, London Branch as our proxy to vote at the meetings of the shareholder of Anglia Maritime Limited (the **Company**) in respect of any existing or further shares in the Company which may have been or may from time to time be issued to us and/or registered in our name. This proxy is irrevocable by reason of being coupled with the interest of DVB Bank SE, London Branch as chargee of the aforesaid shares.

.....
CLEMSHIP HOLDINGS LIMITED

Dated: [●]

Schedule 6
Form of Dividend Mandate

To: Anglia Maritime Limited
5th Floor, Millbank Tower
21-24 Millbank
London SW1P 4QP

Dividend Mandate

With effect from today's date and pending receipt by you of instructions from ourselves and DVB Bank SE, London Branch to the contrary we, Clemship Holdings Limited, hereby authorise and direct you to pay any dividends, interest or other moneys paid or payable on the shares in Anglia Maritime Limited registered in our name to or to the order of DVB Bank SE, London Branch of Park House, 16-18 Finsbury Circus, London EC2M 7EB. On receipt of this mandate please acknowledge to DVB Bank SE, London Branch at the above address that you will act in accordance with the instructions contained herein.

Dated: [●]

.....
For and on behalf of
CLEMSHIP HOLDINGS LIMITED

The Secured Party

EXECUTED as a **DEED**
for and on behalf of
DVB BANK SE, LONDON BRANCH
under a power of attorney dated 19 April 2016
in the presence of:

) [REDACTED]
) [REDACTED]
) [REDACTED]
) *NICHOLAS WILLIAM PAPADOPOULOS*
) Attorney-in-fact

[REDACTED]
Witness
Name: *Catherine Johnson*
Address: [REDACTED]
Occupation: *Trainee Solicitor*

The Chargor

EXECUTED as a **DEED** by
CLEMSHIP HOLDINGS LIMITED
acting by;
in the presence of:

)
)
)
) Director

.....
Witness
Name:
Address:
Occupation:

The Secured Party

EXECUTED as a DEED
for and on behalf of
DVB BANK SE, LONDON BRANCH
under a power of attorney dated 19 April 2016
in the presence of:

)
)
)
)
) Attorney-in-fact

.....
Witness

Name:

Address:

Occupation:


The Chargor

EXECUTED as a DEED by
CLEMSHIP HOLDINGS LIMITED
acting by: *ALAN BEKHOR*
in the presence of:



Witness

Name: *P. G. JOHNSON*

Address: 

Occupation: *CHARTERED ACCOUNTANT*